



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

*To improve health
through leadership,
service and education.*



www.ladhs.org

September 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF ST ELEVATION MYOCARDIAL INFARCTION
RECEIVING CENTER STANDARDS, MEASURE B SPECIAL TAX
FUNDING ALLOCATION, CARDIAC CARE PROGRAM
EQUIPMENT AGREEMENT, AND APPROPRIATION ADJUSTMENT
(All Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached 2006 Emergency Medical Services (EMS) Agency ST Elevation Myocardial Infarction (STEMI) Receiving Center Standards, substantially similar to Exhibit I, and instruct the EMS Agency to approve and designate qualified private and public hospitals as STEMI Receiving Centers to provide optimal care for 9-1-1 STEMI cardiac patients in Los Angeles County, with implementation of STEMI Receiving Center standards, effective upon Board approval.
2. Approve \$4 million in Measure B Trauma Property Assessment (TPA) funding one-time only to reimburse the paramedic service provider agencies identified in Attachment B for initial purchase of 12-Lead electrocardiograph (EKG) machines and initial training of paramedic and emergency medical technician (EMT) personnel on the use of 12-Lead EKG machines.
3. Approve and instruct the Director of Health Services, or his designee, to offer and execute Cardiac Care Program Equipment Agreements (Agreement), substantially similar to Exhibit II, with the paramedic service provider agencies identified in Attachment B, to provide reimbursement of equipment and training costs for paramedic first responders in local fire departments in order to ensure 12-Lead EKG capability in prehospital care for 9-1-1 patients in Los Angeles County, at a maximum reimbursement rate of \$17,000 per 12-Lead EKG machine and \$45.00 per hour per attendee for training, for a total maximum obligation of \$4 million, effective upon Board approval through June 30, 2007.
4. Approve the attached appropriation adjustment to reallocate \$4 million in Measure B TPA funds from Appropriation for Contingencies to Services and Supplies (S&S) in the Fiscal Year (FY) 2006-07 Department of Health Services (DHS) Adopted Budget.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to: 1) authorize the EMS Agency to approve and designate qualified private and public hospitals in Los Angeles County as STEMI Receiving Centers (SRC). This will enable the transport of 9-1-1 STEMI cardiac patients to a SRC for earlier definitive diagnosis and treatment improving patient outcome; 2) approve DHS EMS to reimburse 30 paramedic service provider agencies in Los Angeles County a total maximum aggregate amount of \$4 million, for the expense incurred for equipping their paramedic units with 12-Lead EKG machines and for training paramedic and EMT personnel on the use of such equipment; 3) approve DHS EMS to offer and execute cardiac care program equipment agreements with the paramedic service provider agencies, identified in Attachment B, who comply with respected medical community recommendations to equip paramedic units with 12-Lead EKG machines for the early diagnosis of 9-1-1 patients with acute myocardial infarction; and 4) approve an appropriation transfer in the amount of \$4 million within the FY 2006-07 DHS Adopted Budget to enable DHS EMS to reimburse the paramedic service provider agencies identified in Attachment B who equip their paramedic units with 12-Lead EKG machines and train their paramedic and EMT personnel in the use of such machines.

FISCAL IMPACT/FINANCING:

The maximum obligation for the agreements with the local and County paramedic service provider agencies identified in Attachment B will not exceed \$4 million, for the period effective upon Board approval through June 30, 2007. This is 100% funded by Measure B TPA funds and is a one-time only expenditure. The appropriation adjustment to reallocate \$4 million from Appropriation for Contingencies to S & S in the FY 2006-07 DHS Adopted Budget is necessary to cover these obligations.

Any Measure B TPA funds unused at the end of FY 2006-07 will remain in the Measure B Special Fund, pending additional uses recommended by DHS and approved by your Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Acute myocardial infarction (heart attack) remains the leading cause of death of adults in the United States. Survival from a heart attack is largely dependent on prompt recognition and rapid intervention. Data show that the faster a patient can be identified as having an acute heart attack, the corresponding faster intervention can be delivered in an effort to reduce death of cardiac tissue and save lives.

Increasingly, there is national interest in developing a systematic approach to the prehospital care of STEMI cardiac 9-1-1 patients supported by organizations such as the American College of Cardiology and the American Heart Association (AHA). In enacting their Advance Cardiac Life Support Guidelines, the AHA advocates a 12-Lead EKG machine as standard equipment on all paramedic units that handle acute coronary syndrome patients. The United States Senate, in a letter dated May 31, 2005, also recommended that anyone with symptoms of a possible heart attack obtain a 12-Lead EKG as soon as possible and that EMS should transport patients with heart attack symptoms to specialized facilities. In Los Angeles County, the EMS Agency is working closely with the medical community to develop these recommendations into a cardiac care program that includes rapid acquisition and interpretation of a 12-Lead EKG.

The Los Angeles County and City Fire Departments have been integral in the development stages of the cardiac care program, as recipients of an Annenberg Foundation grant which partially offsets the cost of 12-Lead EKG equipment and training for their respective agency's paramedics. The paramedic service provider agencies identified in Attachment B are expected to purchase 12-Lead EKG equipment by December 31, 2006, with the intent to provide associated training by June 30, 2007. A one-time allocation, not to exceed \$4.0 million in Measure B TPA funding, would cover equipment and training costs for paramedics and EMT personnel in the 30 paramedic service provider agencies identified in Attachment B to ensure the implementation of the cardiac care program for STEMI patients. Per terms of the Agreement, the County will not reimburse for equipment and training previously funded by other grant funds.

Studies have shown that morbidity and mortality due to a STEMI can be reduced significantly if patients activate the EMS system early, thereby shortening the time to treatment. Paramedics currently transport all cardiac patients to the nearest hospital. If the receiving hospital does not have the SRC capability some of the patients may require secondary transfer to a STEMI facility. However, under the new cardiac care program they would transport the 9-1-1 STEMI cardiac patients to EMS Agency-approved receiving centers. As with all other patient destination policies, the paramedics will utilize the EKG equipment on patients based on established medical criteria, including County responsible indigent patients. Under the authority granted by Title 22, California Code of Regulations, and as outlined in the EMS System Guidelines issued by the State EMS Authority, the EMS Agency Medical Director will approve and designate qualified public and private hospitals in Los Angeles County as STEMI receiving centers. Approved SRCs will meet specific standards as outlined in Exhibit I, and include required equipment and personnel to provide rapid intervention. There are at least 36 hospitals in Los Angeles County that have the capability to participate as SRCs and have expressed high interest in the program. Participation in the SRC program is voluntary.

The SRC Standards were developed by the Cardiac Technical Advisory Group, under the leadership of the EMS Agency Medical Director and was comprised of cardiologists, emergency physicians, fire department personnel, an EMS Commissioner, nurse managers from emergency departments and cardiac catheterization laboratories, and a representative from the Hospital Association of Southern California. The SRC Standards have been fully approved by the County-ordinanced Emergency Medical Services Commission.

On July 30, 2002, the Board adopted a resolution for the Measure B special tax ballot initiative. The resolution provides that Measure B TPA funds will be used to pay for the cost of prehospital care, including care provided in, or en route to, from or between acute care hospitals or other health care facilities. The resolution also established that the special tax is for the purpose of purchasing or leasing supplies, equipment or materials. In accordance with Measure B objectives, \$4 million in Measure B TPA funds will be used to reimburse the paramedic service provider agencies identified in Attachment B for the initial purchase of 12-Lead EKG machines and related training.

County Counsel has approved Exhibits I and II as to use and form.

Attachments A and B provide additional information.

The Honorable Board of Supervisors
September 5, 2006
Page 4

CONTRACTING PROCESS:

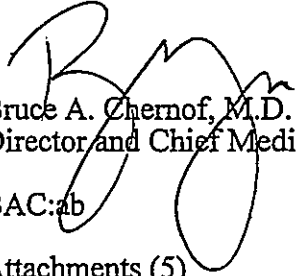
The paramedic service provider agencies executing the attached agreement are current participants in the County's EMS System and satisfy County criteria and conditions for participation. It is not appropriate to advertise this agreement on the Los Angeles County On-Line Web Site.

IMPACT ON CURRENT SERVICES:

The designation of STEMI SRCs, allocation of Measure B TPA funding, Cardiac Care Program Equipment Agreements with local and County paramedic service provider agencies and approval of the appropriation adjustment will help to ensure the delivery of timely and definitive emergency medical care to 9-1-1 STEMI cardiac patients in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ab

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. _____

DEPARTMENT OF Health Services

DATE 08/14/2006

AUDITOR CONTROLLER

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

SOURCES		USES	
Measure B		Measure B	
Appropriation for Contingencies		Services and Supplies	
BW9-HS-41010-3303	\$4,000,000	BW9-HS-41017-2000	\$4,000,000
Total	\$4,000,000	Total	\$4,000,000
JUSTIFICATION			
The appropriation adjustment in the amount of \$4,000,000 is necessary to reallocate Fiscal Year 2006-07 DHS Board Adopted Budget Measure B - Trauma Property Assessment funds from Appropriation for Contingencies to Services & Supplies to fund agreements with the 30 paramedic service provider agencies.			
EM:bst 08/10/06			

Erwin Munoz, Chief
DHS Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER
FOR☐ ACTION
☒ RECOMMENDATIONAPPROVED AS REQUESTED ☒ AS REVISED ☐d. Kukkawa 8/16/06
CHIEF ADMINISTRATIVE OFFICER

AUDITOR CONTROLLER No.

BY

APPROVED (AS REVISED)
BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

SUMMARY OF AGREEMENT

1. Type of Service:

This agreement provides for paramedic service provider agencies to be reimbursed by County for equipment and training costs to ensure 12-Lead electrocardiograph (EKG) capability in prehospital care for 9-1-1 patients in Los Angeles County.

2. Address and Contact Person:

Department of Health Services – Emergency Medical Services (EMS) Agency
5555 Ferguson Drive, Suite 220
Los Angeles, California 90022
Attention: Carol Meyer, Director
Telephone: (323) 890-7545 Fax: (323) 890-8536
Email: cmeyer@ladhs.org

3. Term:

Effective upon Board approval through June 30, 2007.

4. Financial Information:

The maximum obligation for the agreements with the local and County paramedic service provider agencies identified in Attachment B will not exceed \$4 million. This is 100% funded by Measure B Trauma Property Assessment funds. The appropriation adjustment to reallocate \$4 million from Appropriation for Contingencies to Services & Supplies in the Fiscal Year 2006-07 Department of Health Services Adopted Budget is necessary to cover these obligations.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

The County's local EMS Agency, i.e., the Department's EMS Division

7. Approvals:

Emergency Medical Services Agency:	Carol Meyer, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel:	Edward A. Morrissey, Deputy County Counsel
CAO Budget Unit:	Leticia Thompson

ATTACHMENT B

PARAMEDIC SERVICE PROVIDER AGENCIES THAT REQUIRE CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

1. Alhambra Fire Department
2. Arcadia Fire Department
3. Beverly Hills Fire Department
4. Burbank Fire Department
5. Compton Fire Department
6. Culver City Fire Department
7. Downey Fire Department
8. El Segundo Fire Department
9. Glendale Fire Department
10. Hermosa Beach Fire Department
11. La Habra Heights Fire Department
12. La Verne Fire Department
13. Long Beach Fire Department
14. Los Angeles City Fire Department
15. Los Angeles County Fire Department (Memorandum of Understanding)
16. Los Angeles County Sheriff Department (Memorandum of Understanding)
17. Manhattan Beach Fire Department
18. Monrovia Fire Department
19. Montebello Fire Department
20. Monterey Park Fire Department
21. Pasadena Fire Department
22. Redondo Beach Fire Department
23. San Gabriel Fire Department
24. San Marino Fire Department
25. Santa Fe Springs Fire Department
26. Santa Monica Fire Department
27. South Pasadena Fire Department
28. Torrance Fire Department
29. Vernon Fire Department
30. West Covina Fire Department

COUNTY OF LOS ANGELES · DEPARTMENT OF HEALTH SERVICES

**2006
EMERGENCY MEDICAL SERVICES AGENCY
ST-ELEVATION MYOCARDIAL INFARCTION RECEIVING CENTER
STANDARDS**

INTRODUCTION:

These standards were developed to ensure that patients transported by the 9-1-1 system in Los Angeles County who exhibit an ST-elevation myocardial infarction (STEMI) on a prehospital 12-lead electrocardiogram (EKG) are transported to a hospital appropriate to their needs. With the initiation of 12-lead EKG by paramedics and rapid transport to a STEMI Receiving Center (SRC) with 24-hour cardiac catheterization laboratories and cardiovascular surgery capabilities, patients will receive earlier definitive diagnosis and treatment resulting in improved outcomes.

ACKNOWLEDGEMENTS:

The input of the Hospital Association of Southern California's (HASC) Emergency Health Services Committee and the Cardiac Technical Advisory Group (TAG) was essential in the development of these standards. The TAG was composed of a cardiologist from the American Heart Association; Emergency Department physicians from teaching and community hospitals; an Emergency Medical Services (EMS) Agency Commissioner; nurse managers from emergency departments and catheterization labs; members of the Association of Prehospital Care Coordinators; a Paramedic Nurse Educator; and representation from the EMS Agency. Additional contributions were made by the Medical Council of the EMS Agency, the Commission, the American Heart Association and the Los Angeles County Medical Association.

DEFINITIONS:

ST Elevation

Myocardial

Infarction (STEMI): A myocardial infarction that generates ST-segment elevation on the prehospital 12-lead EKG.

STEMI Receiving
Center (SRC):

A facility licensed for cardiac catheterization laboratory and cardiovascular surgery by the State Department of Health Services, and approved as a SRC by the Los Angeles County EMS Agency.

Percutaneous
Coronary

Intervention (PCI): A broad group of percutaneous techniques utilized for the diagnosis and treatment of patients with STEMI.

I. General SRC Requirements

A. Credentials

1. Current approval as a Los Angeles County EMS Agency SRC.
2. Department of Health Services license for cardiac catheterization laboratory and cardiovascular surgery service.

B. Personnel

1. Medical Director

The SRC shall designate a medical director for the cardiovascular program who shall be a physician certified by the American Board of Internal Medicine with sub-specialty certification in Cardiovascular Disease who will ensure compliance with SRC standards and perform ongoing QI as part of the hospital quality improvement program.

2. Physician Consultants

- a. Maintain a daily roster of the following on-call physician consultants who must be promptly available:
 - (1) Cardiologists with privileges in PCI, and credentialed by the hospital in accordance with American College of Cardiology /American Heart Association national standards.
 - (2) Cardiovascular surgeon.
- b. Submit a list of cardiovascular surgeons and cardiologists with active PCI privileges annually.

C. Policies

Internal policies shall be developed for the following:

1. Criteria for patients to receive emergent angiography or emergent fibrinolysis, based on physician decisions for individual patients.
2. Rapid administration of fibrinolytic therapy.
3. Goals to primary PCI (medical contact-to-dilation time).

D. Data Collection

1. The following SRC data shall be collected on an ongoing basis and available for review by the Los Angeles County EMS Agency:
 - a. Number of patients identified in the field with a STEMI transported for emergent care.
 - b. Number of 9-1-1 patients that bypassed the most accessible receiving hospital (not approved as an SRC) and transported to an SRC.
 - c. Number of above patients who receive a primary PCI.
 - d. Number of above patients achieving TIMI (thrombolysis in myocardial infarction) Grade III flow.
 - e. Number of 9-1-1 transported patients with acute myocardial infarction, medical contact-to-infusion time for fibrinolysis, and medical contact-to-dilation time for primary PCI.
 - f. Number of myocardial infarction admissions per year (all patients including 9-1-1 transports).
 - g. Number of percutaneous coronary procedures per year on 9-1-1 transported STEMI patients.
 - h. Other specific data elements identified on Attachment I (SRC Data Elements) of this Exhibit.
2. SRC data shall be submitted to the EMS Agency monthly for the first three (3) months, then quarterly in a downloadable format provided by the EMS Agency.

E. Quality Improvement

1. A hospital SRC quality improvement program shall be established to review and collect outcome data for 9-1-1 transported patients on the following:
 - a. In-hospital mortality.
 - b. Emergency coronary artery bypass graft rate.
 - c. Vascular complications (PCI access site complication, hematoma large enough to require transfusion, or operative intervention required).
 - d. Cerebrovascular accident rate (peri-procedure).
 - e. Baseline serum creatinine.

II. Approval

- A. The SRC will be approved after satisfactory review of written documentation and a site survey, when deemed necessary, by the Los Angeles County EMS Agency.
- B. The SRC will be re-approved after a satisfactory Los Angeles County EMS Agency review every two (2) years. This review may include a site surveys by an independent review team at any time during the two (2) year approval period.
- C. The SRC Medical Director shall submit a written thirty (30) calendar day notice to the EMS Agency prior to the discontinuation of SRC services.

ATTACHMENT I

SRC DATA ELEMENTS

PREHOSPITAL DATA ELEMENTS

Sequence number from EMS Report Form
Date and time of EKG
Defibrillated in field

HOSPITAL-BASED DATA ELEMENTS

Patient Age
Patient Gender
Patient Race
Date and Time of Confirmation of ST elevation MI
Date of CABG
Date and Time Cardiac Catheterization/balloon
Date and time of Emergency Department admit and hospital discharge (if available)

(Data elements are subject to change as the program progresses)

EXHIBIT II

Contract No. _____

CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2006,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Provider")

WHEREAS, pursuant to the authority granted under the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Health and Safety Code, sections 1797, et. seq.), ("Act") County has established and maintains an Advanced Life Support ("ALS") system providing services utilizing Emergency Medical Technicians-Paramedics (hereafter "paramedics") for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general hospital, until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital; and

WHEREAS, under the Act County has designated its Department of Health Services (hereafter "DHS") as the local Emergency Medical Services Agency (hereafter "EMS Agency"); and

WHEREAS, the EMS Agency approves paramedic provider agencies, to render through licensed and accredited paramedic personnel, ALS level patient care in accordance with policies and procedures established by the EMS Agency and the State Emergency Medical Services Authority; and

WHEREAS, the _____ Fire Department (hereafter "Provider") is an approved primary provider of prehospital emergency medical services with the City of _____, and is staffed with certified Emergency Medical Technician-Is ("EMT") and licensed and accredited paramedics; and

WHEREAS, under Title 22, California Code of Regulations sections 100144 and 100169, the Medical Director of the local EMS Agency ("Medical Director") may approve policies and procedures allowing a paramedic to initiate a 12-Lead electrocardiogram (12-Lead EKG) on a patient experiencing chest pain in the prehospital setting, provided that continuous quality improvement ("CQI") measures are in place as specified in section 100167 of such regulations; and

WHEREAS, the EMS Agency has established a systemwide CQI program as defined and required under Title 22, California Code of Regulations sections 100136 and 100172; and

WHEREAS, the Medical Director, in consultation with the Cardiac Technical Advisory Group, has approved and recommended Countywide implementation of 12-Lead EKGs for prehospital emergency medical care, and the addition of 12-Lead EKG equipment to the ALS Unit Inventory; and

WHEREAS, Provider desires to utilize 12-Lead EKG equipment for Provider ALS units in accordance with prehospital emergency medical care policies and procedures established by the local EMS Agency; and

WHEREAS, the EMS Agency agrees to reimburse Provider for the cost of the initial purchase of 12-Lead EKG equipment and the initial training associated with the equipment's use, unless previously funded by other grant funds; and

WHEREAS, the parties agree to cooperate with each other and with paramedic base hospitals within the County for the development and implementation of approved ST Elevation Myocardial Infarction (STEMI) Receiving Centers which will serve as a destination for 9-1-1 patients who are experiencing a STEMI as determined by a 12-Lead EKG administered in the field by an ALS Unit; and

WHEREAS, County's authority for this Agreement is found in Health and Safety Code section 1797.252, Title 22, California Code of Regulations section 100169, and Government Code section 26227; and

WHEREAS, the parties agree that Provider does not waive its "grandfather" status, if applicable, under California Health and Safety Code section 1797.201, and that this agreement is solely for the purpose of establishing terms and conditions of reimbursement by County to Provider for the initial purchase of 12-Lead EKG equipment and associated training, and does not impact any of Provider's present or future rights under Health and Safety Code section 1797.201.

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the EMS Agency to cooperate in the operations of each party's component of the emergency medical care delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County and its EMS Agency. The Agreement's purpose is to establish, in a manner reflective of such cooperative basis, the designated rules, duties and responsibilities of the parties with respect to the matters addressed herein.

2. TERM: The term of this Agreement shall commence upon Board approval and shall continue in full force and effect to and including June 30, 2007.

In any event, this Agreement may be canceled at any time by either party by the giving of at least one-hundred-eighty (180) calendar days advance written notice thereof to the other party.

3. ADMINISTRATION: The Director of DHS or designee shall have the authority to administer this Agreement and subsequent amendments, if any, on behalf of County. The Provider's Fire Chief or designee is authorized to administer this Agreement and subsequent amendments, if any, on behalf of Provider.

4. RESPONSIBILITIES OF THE COUNTY RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING:

A. County agrees to reimburse Provider for the initial purchase of 12-Lead EKG equipment and for the initial training of paramedic and EMT personnel in the use of 12-Lead EKG equipment, at the rates and per terms specified in Subparagraphs B and C, hereinbelow.

B. REIMBURSEMENT FOR 12-Lead EKG PURCHASE:
Reimbursement shall be made by County to Provider within ninety (90) days of receipt of a complete and correct invoice from Provider the initial purchase of 12-Lead EKG equipment in accordance with the rate of reimbursement

specified hereunder. Reimbursement by County to Provider shall be limited to the purchase of one (1) 12-Lead EKG machine per approved ALS Unit, to be purchased by Provider no later than December 31, 2006. County's reimbursement to Provider shall not exceed a total maximum amount of Seventeen Thousand Dollars (\$17,000) per 12-Lead EKG machine, excluding any vendor credit for exchange of existing EKG equipment. All vendor credit for exchange of existing equipment for new 12-Lead EKG equipment shall be applied to the purchase cost prior to County's reimbursement to Provider. Notwithstanding the ongoing, the County shall not reimburse Provider for the purchase of a 12-Lead EKG machine if Provider has already received funding from a grant or any other third party source to offset the cost of such machine.

C. REIMBURSEMENT FOR INITIAL TRAINING:

Reimbursement shall be made by County to Provider within ninety (90) days of receipt of a complete and correct invoice from Provider for initial training of Provider's paramedic and EMT personnel in the use of 12-Lead EKG equipment. Such invoice must include rosters from initial training that identify each attendee, each attendee's classification (paramedic or EMT), date of training, and

total hours of initial training. Reimbursement by County to Provider shall be limited to the initial training completed no later than June 30, 2007, and as described herein. County's reimbursement to Provider shall not exceed a total maximum amount of Forty-Five Dollars (\$45.00) per hour of initial training per attendee, limited to one category of training per attendee, for the following maximum hours, :

<u>TRAINING CATEGORY</u>	<u>ATTENDEE</u>	<u>MAXIMUM HOURS</u>
ACLS (includes 12-Lead EKG training)	Paramedic	16
- OR -		
12-Lead EKG	Paramedic	6
- OR -		
12-Lead EKG	EMT	2

D. Reimbursement by County to Provider shall be made in the order that invoices are received from all Providers under this Agreement (first-come, first-served basis). Providers that have not received previous grant funding for reimbursement of expenditures described in Section 4, Subparagraph A of this Agreement, shall have priority for reimbursement. Reimbursement shall be made by County to Provider for 12-Lead EKG equipment purchased by Provider no later than December 31, 2006, and for initial training of

Provider's paramedic and EMT personnel on the use of such equipment that is completed no later than June 30, 2007.

5. RESPONSIBILITIES OF PROVIDER RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING:

A. Provider shall be responsible for the selection of a vendor and the initial procurement of 12-Lead EKG equipment under the terms of the group purchase plans developed by the Los Angeles Chapter of the California Fire Chiefs Association. Provider agrees to equip each approved ALS Unit within its agency with each 12-Lead EKG machine purchased under terms of this Agreement. Purchase of said equipment must be made by Provider no later than December 31, 2006, to qualify for reimbursement by County.

B. Provider shall coordinate and arrange for the initial training of paramedic and EMT personnel in the use of 12-Lead EKG equipment. Such training must be completed no later than June 30, 2007, to qualify for reimbursement by County.

C. Provider shall submit an invoice to County that clearly reflects and provides reasonable details for said purchase of 12-Lead EKG equipment. Reimbursement by County will be subject to the terms as set forth in Section 4, Subparagraphs B, C, and D of this Agreement. Invoice(s)

shall be forwarded by Provider to the EMS Agency, 5555 Ferguson Drive, Suite 220, Commerce, California 90022. All invoices shall be submitted by Provider to County within thirty (30) days after purchase of said EKG equipment, with respect to the purchase deadline as set forth in Section 5, Subparagraph A of this Agreement.

D. Provider shall submit an invoice to County that clearly reflects and provides reasonable details of the initial training of paramedics and EMT personnel on the use of 12-Lead EKG equipment. Reimbursement by County will be subject to the terms set forth in Section 4, Subparagraphs C and D of this Agreement. Invoice(s) shall include roster(s) from initial training that identify each attendee, each attendee's classification (paramedic or EMT), date of training, and total hours of initial training per attendee. Invoice(s) shall be forwarded by Provider to the EMS Agency, 5555 Ferguson Drive, Suite 220, Commerce, California 90022. Invoice(s) shall be submitted by Provider to County within thirty (30) days after training is completed, with respect to the training deadline as set forth in Section 5, Subparagraph B of this Agreement.

E. Provider shall submit upon request by the EMS Agency, accurate and complete data pertaining to prehospital emergency medical care of STEMI patients.

F. Provider shall be responsible for: (1) all maintenance of 12-Lead EKG equipment purchased under terms of this Agreement and beyond, (2) expenditure for purchase of all replacement 12-Lead EKG equipment, (3) expenditure for additional and/or future 12-Lead EKG equipment purchased after December 31, 2006, and (4) expenditure for training on the use of 12-Lead EKG equipment that occurs after June 30, 2007.

G. Provider agrees to utilize any 12-Lead equipment subject to this Agreement in a manner consistent with standards, policies, and procedures of the EMS Agency. Provider agrees that in such utilization it shall provide prehospital care as needed without regard to a person's ability to pay.

6. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between County and Provider. Provider understands and agrees that all the Provider employees performing services on behalf of Provider

under this Agreement are, for the purposes of worker's compensation liability, employees solely of Provider and not of County.

7. INDEMNIFICATION: Each party (Indemnifying Party) shall indemnify, defend, and hold harmless the other, and the other's Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, fees, actions, costs and expenses (including attorney and expert witness fees) arising from or connected with the Indemnifying Party's acts and/or omissions arising from and/or relating to this Agreement.

8. MAXIMUM COUNTY OBLIGATION: County has allocated a maximum total amount of Four Million Dollars (\$4,000,000.00) for reimbursement of allowable costs incurred by all Providers under terms of this Agreement. The parties acknowledge that this funding is comprised by revenue generated by Measure B, Preservation of Trauma Centers and Emergency Medical Services annual special tax as allocated by the County Board of Supervisors (Measure B Trauma Property Assessment [TPA] Funds). The parties further acknowledge that, following all due payment by County to all Providers under terms of this Agreement, any Measure B TPA funds unused at the termination of this Agreement

shall remain in the Measure B Special Fund, pending additional use subject to approval by the County Board of Supervisors.

9. MERGER PROVISION: The body of this Agreement, and any exhibits attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Provider understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures

for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Provider's behalf. Provider has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Provider's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Provider and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

11. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The Medical Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

1. Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Director
2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief
3. Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 525
Los Angeles, California 90012

Attention: Director

Director of Health Services and Provider on its behalf by its duly authorized officer, the day, month, and year first above written.

CITY OF _____

COUNTY OF LOS ANGELES

By _____

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical
Officer

APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO PROGRAM:
Department of Health Services

By _____
City Attorney

By _____
Carol Meyer, Director
Emergency Medical Services
Agency

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants